him with invading the Cuarantine Anchorage in a small boat, in which were several other men, without his (the Doctor's) permission, and holding communication with those on board of infected vessels doing quarantine duty. One of these violations of the law was made on the 26th of May ultimo, another on the 31st of the same, and another on the 7th instant and a separate complaint made on each by Dr. Thompson. The accused was taken before Justice Welch and held to bail in the sum of \$300 on each complaint.

DIFFICULTY AMONG COLORED MEN,-William Brown, a colored man, was arrested yesterday morning, charged with stabbing Elijah Oliver, another colored man, in the face with a pocket-kuife, making a wound from the nose through the upper lip. Brown says that Oliver and a man named Carpenter, who was in his company, first attacked him at the corner of Church and Worth streets. Carpenter, he says, struck him upon the head with a stick and then run away, when Oliver attacked him. He picked up a stone and threw it at Oliver cutting his lip open. The prisoner says he acted merely in self-defense. Justic-Osborn committed him to prison in default of \$1,000

BRUTAL ASSAULT .- About 10 o'clock on Saturday night another act of ruffinnism was committed in the Eleventh Ward, which is likely to result fatally. It seems that Mr. John Sass, residing on the corner of Avenue C and Tenth street, was walking up Avenue B with a basket on his arm. When near Tenth street he was struck upon the head with a stone, thrown by some unknown person, and knocked senseless. Mr. Sass was conveyed by some citizens to his residence, where, upon medical examination, his skull was found to be badly fractured. The perpetrator of the cowardly outrage is still at large.

STEALING PICTURES .- On Saturday afternoon Officer Fasterson arrested a German woman named Christina Kalb, on whose premises, at No. 16 Laight street, he found an ambrotype likeness of two ladies, valued at \$8, the same having been stolen by her, as is alleved, from the entrance to Toudinson's deenerrectyngallery in Broadway. The same officer subsequently arrested Christian Kalb, the woman's husband, on charge of stealing two photographs, valued at \$39, from the entrance to Gurney's dagaerrectype establishment also on Broadway. Justice Osborn locked up the husband and wife for examination.

MAD Dog.-Officer Green vesterday morning killed a mad dog on the corner of Sixtieth street and First avenue, but not until the rabid animal had bitten a man whose name could not be ascertained.

CITY MORTALITY .- The City Inspector reports 353 deaths during the past week-a decrease of 19, as compared with the return of the week previous. The following statement exhibits the number of deaths during the past two weeks, among adults and children, distinguishing the sexes:

Men. Women. Boys. Girls. Total.

lowing: Consumption, 53; convulsions (infantile), 31; inflammation of the lungs, 12; scarlet fever, 16; marasmus (infantile), 17; dropsy in the head, 13; measles, 4; smallpox, 7; croup, 8. There were also 4 deaths of cholera infantum, 1 of cholera morbus, 2 of diarrhea, 4 of dysentery, 11 of inflammation of the brain, 6 of intemperance, 13 premature births, 25 stillborn, and 15 from violent causes, including 6 by drowning, I suicide and I murdered. Of the whole number 200 were under ten years of age and 39 inmates of the public institutions.

The following is a classification of the disease and the number of deaths in each class of disease during the past week: Bones, joints, &c., 1; brain and nerves, 83; generative organs, 3; heart and blood-vessels, 9; lungs, throat, &c., 99; old age, 1; skin, &c., and eruptive fevers, 29; stillborn and premature births, 38; stomach, bowels, and other digestive or gans, 59; uncertain seat and general fevers, 23; unknown, 3; urinary organs, 5-total, 353.

The number of deaths, compared with the corre sponding week in 1855 and 1856, was as follows:

 Week ending June 16, 1855
 .353

 Week ending June 14, 1856
 .560

 Week ending June 13, 1857
 .933

 The nativity table gives 255 natives of the United States, 50 of Ireland, 26 of Germany, 15 of England, and the balance of various European countries.

NEW-YORK HOSPITAL .- Weekly Report to Jun EW-YORK HOSPITAL Surgicel Medical Total (57): 77 235 Remaining on June 5. 178 77 235 Admitted to June 12. 24 13 47 24

SUICIDE EXTRAORDINARY.—The dead body of a man was found in the woods upon the property of Mrs. Ann Shupson. Attention was first directed to a stick driven into the ground. This stick was spit on the top, and into this spit was inserted a piece of white paper, inscribed on one side, in a straggling hand, with a lead penell, the single word Death. On the reverse was written, in a corresponding hand, "I have committed anicide. I have consumption on the lungs. John Latham "of New York."

An inquest was forthwith held over the body, which appeared to be that of a man about forty-two or three pears of age when on sarching his person there was found a penell, an empty phial which had contained landamin, a small smount of money, and other trilling articles. The post mortem examination showed that the lungs of the deceased were in a highly tuberculated state, while in his stomach landam was plainly irreed.

e is nothing further known of the unfortunate stranger There is nothing further known of the innovation are arguer. That he destroyed himself while in a distracted state of mind Induced by a dread of the tardy and wasting process of con numption, there is no room to doubt. The peculiar manner of his death, and the means used of directing attention to his remains, evince a settled and determined purpose to try the resistless of an unknown world, into which none but a manifectory sould or would precipitate himself. [Phil. North Am.

ANOTHER ATTEMPT TO PASS BAD MONEY.—Officer Sullivan, of the Fourth Ward, Friday evening, took into control one George McBrien on a charge of having attempted to pass a counterfeit \$5 bill on the White River Bank of Vermont, upon Mr. James Henderson, of No. 190 South street. The accused is a native of Scotland, and represents himself to have been for some time the steward of a vessel.

FATAL ACCIDENT.—On Saturday last Patrick McCabe, a laborer, who was employed in painting the side of a schooner lying on the floating dock, foot of Rivington street. East River, was frightfully injured in consequence of the giving way of the scaffold on which he was at work. He fell to the deck, and, beside fracturing his skull, received other injuries which resulted fittally soon afterward. Coroner Hills held at linquest on the body, and the jury rendered a verdict of accidental death. The decreased was about 45 years of age, and a native of frehand. He is said to have been a man of very in temperate babits. native of Ireland. 1 superate habits.

CAMPHENE LAMP ACCIDENT.—Mrs. Sophia Kans, a Greman woman, was admitted to the New York Hospital on Saturday evening, suffering from very severe burns, caused by the falling of a Camphene lamp in her husband's store. No. 242 West Thirty-eighth street. Her husband also was considerably burned in extinguishing her clothing.

[Advertisement.] CATARRH.-There is a Physician in this city. Dr R. GODALE, who positively cures correct in its worst forms, with a remedy he has lately discovered. He challenges any case and the world to the test. He may be consulted at his other. No. 335 Herodaway, fee of charge. The remedy is in liquid form. Price, \$1 and \$2 per bottle.

DR. S. S. Firch's Six Lectures on Consumption and the Laws of Life, 380 pages. 30 engravings, bound ex-plaining the mode in which he cures diseases of the Lungs and Heart, and other Caronko Disorders, sent by mail, postage free, on receipt of 40 cents. Address S. S. Fircu & Co., No. 74 Broadway.

Broadway.

[Advertisement |
TEAS.—THE CANTON TEA COMPANY have on hand every variety of TEAS for directors. Tee Dealers, and private families—Southous, Colong and Yang Hyon. From 25 teents to 4 cents; Gunpowder and Imperial from 25 cents to 5 teents all other qualities equally lew. Also, 5 E boxes of good Family Tea for one dollar. Cell and caratine.

No. 126 Chatham-st., between Pourl and Rossevsit-sts.

A NEW AND POPULAR IDEA.-R. T. WILDE late of Nos. 20 and 22 John et., has opened an immense Milithery Warshouse and Mannfactory, with a stock equal in extent to that of half a cozen ordinary houses, at No. 201 Broadway, thus affording a field for choice in clegant Millinery never before presented in that central avenue of business and fashion. By uniting cheappeas with high fashion, he has won "golden opinions" from every class of purchasers.

"FREDRICKS'S TEMPLE OF ART."-No. 5-5

Broadway, opposite Metropolitan Hotel
Hallotters superior to any made in this city.
Secrodarms, in Oil, Pastel, and Aquerelle, by Fredrick's's
Photograms in India ink, Parisian style.
Battersentyres and Amenotyres in colors.
Gallery open from 8 a. m. to 10 p. m., and rezz o the impection of the public.

ACCIDENT.—A boy named William Donovan, agod years, whose parents reside at Na. 242 Cherry street, while bing in Catharine-slip yesterday afternoon, was very badly wheel by a jerry-boat. He was conveyed to the City Hospilfor treatment.

LAW INTELLIGENCE

THE BURDELL ESTATE.

The hearing in the case of the Burdell estate was continued on Saturday. Mr. Nelson Roberts, au engineer, was called on the part of the applicant to prove that he had been introduced to Mrs. Cunningham's family by Dr. Burdell, and believed that Dr. Burdell

thought she was a fine woman.

Dr. W. B. Roberts's (a Bond--treet dentist) examination was then continued. He told of seeing the Doctor with Mrs. Cunningham at the Broadway Theater and at Saratega; thought they acted kindly toward each other; said that the Doctor was expecting to go to Europe, and Mrs. Cunningham and Augusta were expecting to go with him; that the Doctor had told him that Mrs. Conningham was a smart business woman who attended to her own business, and was worth a good deal of property, and he had seen the "documents."

Mrs. Ann Eliza Taylor testified that the Herkimer landlord, Eli Taylor, was at her house three weeks

after her daughter's death, which was October 3d. Miss Demis Hubberd, or Mrs. Demis Voorst, testified that Dr. Burdell never told her that he would not get married until she did: that the doctor showed him the release he had got of the house from Mrs. Cunningham, and asked her to keep it for him.

Counsel for the contestants then put in the following

Cousin Dirings: I received your latter two days since. You say you are ready to come to New York whenever I say the word. Mrs Couringham is about to take some steps to injure a moment's warning. Perhaps I may go out after you, but if things go on quietly you had probably better stay, where you are. Spicer came down here and quarried with me, and it is may impressive that she and him have some way joined to injure me. Mrs. C. has sandered you and Lucy of the worst kind, and Spicer joined in slandering you.

If I do not go out to Sackett's Harbor in a few days, I will send you some money. I am, in great haste, voirs, &c.

HARVEY BURDELL.

Consequent of advance made by this Bank on Michigan Bonds.

HARVEY BURDELL.

Covers Descis. I wrote to you a few days since is great haste. I stated that if I did not go out to Sacket's Harbor, I would write in a short time and send you some money. My rests at the Port I are not been paid yet this quarter, which was due the first of this month, but Rehill's, which is due and will probably be paid on the first of November. The property at the Port has increased in value considerably.

Our bank is now in the most favorable condition. I am a director, and have a good deal to say about matters. I send you inflere dollars, which is all that I can spare at present.

The trouble I expected with Mrs. Cunningham may not take place, in which case you had better stay where you are for the present. I shall go out to Sacket's Harbor this Fall or the forepart of Winter; Spicer took your furs and shawl out to you when he left here. I really pitted poor Spicer, for when he sot here he was like a "cat in a strange garret." He thought as I had money and lived in good style, I ought to divide with him. He looked so much like an old earserow in a cornfield that he actually frightened my customers; and because I scolded a little at him (something as I used to acced you), he got into a terrible passion and threatened all kinds of things, and as I and Mrs. C. were had friends, he joined her and tried to make a time of it. But Spicer's personal appearance was so much against him that Mrs. C. do not think proper to take him under her wing.

As you and Mrs. C. were not on good terms, he joined her in abusing you, but what he said had no more effect on me than the braying of an old worn out jackass. I was disappointed in poor old daddy long-legs Spicer.

They say he has a bad name wherever he has lived. He is, according to his own admission, a very bad man among women, and no exacellent health had he more effect on me than the high and a some as you get this letter. Give my respectate all the falks at S. Harbor, slee to your sister Julia and the big and little daugles.

itie daughters.

Iam in excellent health, and hope you're the same. Excuse the small amount I send you.

In great haste, yours, &c., respectfully.

IARVEY BURDELL.

In great haste, yours, &c., respectfully.

ItaRVEY BURDELL.

SARATOGA SPRINGS, Nov. 1, 1656.

Cousin Demis: I left New York yesterlay for this place to stay over Sunday, and expect to return on Monday morning.

I received your last letter acknowledging the receipt of the money I sent you. I think that I should not have had any trouble with Mis. Couningham if it had not been for Spicer, who joined her in her attempt to figure me. I was much disappointed in Spicer. But all trouble is now at an end, I think. She is a designing, scheming and artful woman. All her designs were to get me to marry her, but the old hag has failed and damned her soul to hell. I would sooner marry an old toad than to marry seek at thing as she is. Sam Weller says, "bevare of the vidders," and I think he was right.

You may expect me out at Sackett's Harbor some time this Fall or Winter.

Binner is now ready, and I must close by wishing you all well and happy.

In haste, yours, &c.

HARVEY BURDELL.

P. S.—I send you a paper at the same time I send the letter,

No. 31 BoxD STREET, NEW YORK, Nov. 13, 1896.

COURS DEMIS: I write to you last from Santoga. I then stated that I might go out to Sackett's Harbor in a short time, to the how concluded not to leave the city as present. There is no trouble now between me and Mrs. Cumingram. I think Mrs. C. will not make any more disturbance, and that she will be quiet and leave No. 31 Bond street as soon as she can wath a good grace.

If you would like to come to this city I have no objectious,

I will send you some more money in a short time, as I am n erreace of what is due to you from Elizabethport.

My respects to all. Write on the receipt of this.

In haste, yours, &c.

P. S.—Tell me about Spicer—whether he has left S. Harbor

P. S.—Teil me about Spicer—whether he has lett S. Itarbor or not.

No. 31 BoxD-Syrrex, New York, Nov. 19 13%.
COUSIX DEMIS: I have finally concluded that you had better come down to this city. My proposition is this; for you to start from Sackett's Satistiday morning the 28th day of November, and go directly to Herkinner, where I will meet you in the afterneon or evening of the same day. I have made arrangements witk Mary, at Rekinner, for you to stop three, the same place, Aunt Demison's Bate residence.

I write carry, so that I can get an answer before I leave here for Herkinner. If you had rather stay where you are this winter, you can say so in your answer to this. Max. C. has not left No. 31, and for the present, after you get back here, you can stop with Lucy, or at the circhams, who would be delighted to have you with them (as a boarder, and not as a visitor). Your income from the Port is exclusively yours.

I am very well, and hope you are the same. Respects to all, I will send you as \$10 bill on the coming Saturday or Monday, out of which pay your fare to Herkinner. I think Mex. C. opened one of your letters, therefore direct to Dr. A. T. Smith, No. 31 Bond street, on the outside envelope; made of this direct to me, properly sended. Smith works for me. He will get the letter, open it, and find one inside sended to me, which he will hand to me, and all will be right. Do not neglect this.

I will send you the \$10 any way, whether you conclude to come or not. In great haste, yours, &c.

I send you The Swinday Dispatch.

Mr. Maymer B. Butley, of the Public Administrator's

I send you The Sunday Dispotch. Mr. Marcus B. Butler, of the Public Administrator's office, testified that he had found the Doctor's bills and all important papers filed and well arranged; found his name written Burdell and Berdell.

Mr. N. Crocheron, of the Philadelphia House, Philadelphia, swore that the reputation of David M. Grant for truth and veracity was bad; had heard Mr. Wright, of New-Jersey, had told Grant that he was a liar to his face, and Mr. Grant did not deny it.

Mr. Edward H. Stone, Lafarge House bookkeeper, swore that Dr. Burdell paid his \$8 per week for board there up to the 31st of October and began to take his meals there again November 23.

Mr. Catharine Dennison, No. 4 Carroll place, Brook yn, repeated the testimony which she gave before the

Mr. Wm. A. Bescher of Saratogs swore to receiving \$60 from Dr. Burdell to pay the bill of one of Mrs. Curningham's daughters at his brother's school.

Mr. Daviel R. Taylor, lawyer, was in the suit Warper vs. Griffie; it was called Oct. 27th and adjourned; Dr. Burdell was at court before it was tried.

The hearing will be continued this morning.

THE STATE OF MICHIGAN IN COURT.

SUPERIOR COURT-SPECIAL TERM-June 13.—Before Judge HOFFMAN The Peeple of the State of Michigan agt. The Phenix Bank of the city of New York The Peeple of the State of Michigan art. The Peenix Bank of
Action to recover back the sum of \$36,603,74, with
interest from the 4th of December, 1854, upon the
ground that it was fraudulently, or erroneously, and
without right, obtained from the Board of Auditors of
the State of Michigan.

The Attorney General of Michigan and Mr. Jernegan for plaintiff; Mr. Van Winkle and Mr. Cutting for
accordingly.

gan for plaintiff: Mr. Van Winkle and Mr. Cutting for defendants.

HOTEMAN J.—There are a few points of a somewhat preliminsty nature, but of great importance, which must first be settled.

And, first: I consider it clear that the defendants stand precisely in the same situation as the old Phenix Back would have stood had its charter continue; and had it presented and recovered the claim. These defendants took an assignment of a chose in action, and are chargable, not merely with all the information possessed by the old field, but are bound by all its ents, omissions and statements. The extent and qualifications of this rule are precisely in same as to those defendants as they would have been in regard to the old lians. The knowledge of an officer charged expressly or by tance with the particular business is the knowledge of the Company and the acts of such an efficer its acts.

I apprehend that Delafield and Tilosion, the Presidents successively, and Orden, the Cashier, seconficers within this rule; and for most of the questions it will not be necessary to inquire if there were others. Mr. Tileston, it is to be observed, was the President of the old Bank from January, 184, to the president successively. It follows from the position thus stated that the acts and sistements of every agent duty employed by the old Bank,

or by its officers authorized in the matter, were consilved, and brother. In practical operation this will include the acts of Stewart and Lathrap. Their at are probably all the maters arts of persons within this relation. With these principles aguine ne in invest gaining the facts I shall state my views of the constitution of the constitution

The purpose of obtaining money, and probably to raise money by a piedge, and was limited to this. I agree that notifier he not they could deal with these in any other way. The complaint state, that the bonds (one million) were placed in Delasheids hands to be sold, and the proceeds to be paid over to the Truss over of the State for the purposes aforessed. This is impliedly admitted by the answer for it states that the Bank acted on the faith of Delasfed being the agent of the State. It was then bound to know his powers.

It does not appear that Delasfeld had received any sums of incomey on account of such also prior to the 2th of February. 1836. It does appear that a draft on behalf of the State for \$60.00 was presented and protested before that day. John Norton, it, was the fixed accord to the State, and came to New York with a special spency committed to him to attend to the taking up of drafts, one of \$60.00 and another of \$90.00, before protested. He brought with him a letter marked considerated, from Governor Mason to John Delasheid, dated 24th of February, 1838, and set forth in the compliant. It is as follows:

"Dean Stat: In a conversation with Mr. Norton the evening before his departure, he suggested that he would like in addition to he \$20.00 due on my draft. to command some

"Dear Sir. In a conversation with Mr. Norton the evening before his departure, he suggested that he would like in addition to his \$18,000 due on my draft, to command some additional foods to purchase and redeem Michigan nortes in your market. Mr. Norton is a particular personal friend of mine, and is the fiscal agent of the State and Casbier of the State Deposit Bank. You may, therefore, if you have received funds on the bonds in your possession, transfer to Mr. Norton \$5,000 (or) \$100.000 km proposession, transfer to Mr. Norton \$5,000 (or) \$100.000 km proposession, transfer to Mr. Norton \$5,000 (or) \$100.000 km proposession, transfer to Mr. Norton \$5,000 (or) \$100.000 km proposession, transfer to Mr. Norton \$5,000 (or) \$100.000 km proposession, transfer before the State Deposit Bank. This letter is inclused to Mr. Norton then negotiated an arrangement.

Michigan.

2 If such an appropriation could have been enprorted it must have been literally executed as pre-cribed in the letter. Funds available to effect the redemption of the notes must have been delivered to Norton; and the certificate of deposit should have been transmitted to the Bank of Michigan, when a credit would be given in the same mainer as if more had been actually remitted by Delafield. In this view Norton and Delafield and Orders is the Control of the

But the letter fairly admits of another construction.

But the letter fairly admits of another construction out of which a liability might have arisen. It is an authority to Delafield to Jay to Norton \$50,000 rt § 100,000 dit of the proceeds of bonds in his possession, and a declaration that the certificate of a deposit of such funds, signed by Norton as cachier, shall be a discharge to Delafield. It may also be successfully arred that if Delafield raised more von the bonds after receiving the letter, either by a sale or a pickee, to might pay over the avails in the same namer. The case, them, would have been that the State was bound upor the bonds in the hands of the purchaser or pickee, and the avails would have some to its use by a credit to it in the deposit bank. But it is in proof that the Papairs But trusted Delafield with the care of retaining the honds and it apprais that in June, 1838, Delafield delivered to Romeyn by Massol's order all the bonds which had been transmitted to him as agent of the State. The point is too clear for argument that Norton could not create a delat himaling upon the State—a new distinct deat, which bonds with not letter of such bonds.

The theory of the defendants is that Belafield, as agent of the State. The point is too clear for argument that Norton could not create a deat to hinding upon the State—a new distinct deat, which bonds with no helders of such bonds.

The theory of the defendants is that Belafield, as agent of the State had only pledged its faith to helders of such bonds.

The theory of the defendants is that Belafield, as agent of the State, bornowed \$16,400 of the Bank and the parted with them, and it must be inferred that the State banks permitted the bonds to remain with him, and he parted with them, and it must be inferred that the State banks permitted the bonds to pay all it contracted for, all it engaged the public faith to pay, and is to be held highly for \$16,400 more. It is urged that the Bank gave credit to the State, and that Gov. Mason engaged that

tereds, in all cases represents the sovereign, a. Be any man if the only authority which can suc or be sued in any manner of behalf of the kingdom in a Court of Justice. A Governor of a State is a mere Executive officer, his general and theirly limited by the Constitution of the State; with no malefined or dispetable prerogatives; without power to affect one shiften of the public mensey except as he is authorized under the Constitution, or by a particular law; having no authority to represent the severeigity of the State so as to bind it in any manner to its prejectice, unless specially authorized thereto-and, therefore all who contract with him do it at their own peril, and are bound to see that he has strict authority for any contract he makes, or take the consequence of their own indicated. See further: The State act. Mayes, 23 Miss. Rep. 516. The State and The Executions of Bustices 3 Chio Rep. 309. Delaif do at The State of Himols, 2 Hill Rep. 123, 174.

In the present case, the only contract the State had such thurlied was that created by possession of its bonds for the loan. The contract of Mason, if made as Governor, in its utmost latitude could only be that the Earts should be paid without the bonds. Where did Mason set the power to bind the State to the Bank upon any implied or express contract of this nature. But if no power to bind the State to the Bank upon any implied or express contract of this nature. But if no Early should be paid without the bonds. Where did Mason set the power to bind the State to this. My cancinston is clear that Korton could not bind the State to the Bank upon any implied or express contract of this nature. But if no executory centract entered into by Mason er Norton could have been proven that the State had received and used the money of the Bank. Above all, if under such a state of facts, the State had paid the mency, it would not be in its power to reclaim it. Now we are here not with the incontestable fact that the State of Michigan meet rescived in fact one dollar of the finude in question, nor was there one dollar actually appropriated to see The dark upon the Bank of the Bins Rasin white was for \$7,300 was not presented. It evens that the Cashier or President of that Bank had notice of its bung outstanding and said it would be paid in currency. It remained, it is to be presumed, in Norton's hands, and the credit to the Pienix Bank continued upon the books of the Bank of the River Rasis multi the arrangement with Sewart in 1840. As to the draft on the Farmers' and Mechanics Bank for \$1,500, it appears that this amount was paid to Norton's and as Cashier of the Nick. This money was carried to the credit of the Pienix Bank continued upon the looks of the Bank of the River Is no evidence that dollar of it ever went to the use of the State. This money was carried to the credit of the Pienix Bank of the State and the contract, to the credit of the Pienix Bank in the contract, to the credit of the Pienix Bank until the arrangement with Stewart I have come, therefore, without healtation to the result that the State never incurred an obligation to the Bank are the second head of consideration.

A very pressing argument has been made that Norton received these circits in March, 1833, and could have recovered the one of \$7,500 from the Bank of the River Raison, active the second head of consideration.

A very pressing argument has been made that Norton received these circits in March, 1833, and could

equalty sgands halo, and sgands the State of whice he was the facult.

But I am smalle to understand how, if Norton had no right to brind the State as a debtor by taking the drafts, his consistent to what was just toward the Bank shall bind it. Norton's receipt in gold would not have created a debt from the State independent of any equity arising from its going actually to the use of the State. Norton's acceptance of the draft could no make the State responsible for his dealing or emissions connected with them. In other words, the State rever became the holder of these drafts, taking them for an advance instead of each, and responsible for the duties incumbent upon each helders.

beliers.

The Judge here proceeds to detail the facts relating to the settlement name by Charles Stewart as agent of the Phenix Bank with the Farmers and Machanies' Bank of Michigan and the Sank of River Risain, and proceeds as follows:

My conclusions from the facts during the period thus named

the Sank of River Raisin, and proceeds as follows:

My conclusions from the facts during the period thus named are these:

That the Phesix Bank did not intend in any of its proceedings to relinquish any claim is might possess upon the State. It retained the hepe that it would be also initioately to obtain from it the demand or the balance and collected from the other sources. And I am bound to say that its officers homestly believed they lead a just and periods a lead demand. But the act of countermanding the payment of the draif on the River Raisin Bank works storply against them. It was a resumption of the funds to themselves. It was a probabilition to the State to receive the amount. It rose far to annul a claim which could only rest upon the equity springing from the received which cooled only rest upon the equity springing from the received mission of money, or the full, unobstructed right to receive move upon this draif. The acts of Stewart as their agent in the compromise with the Renks amount to a full, explicit recognition of those Banks as the debtors and a full explicit recognition of these Banks as the debtors and a full explicit recognition of these the sources of payment, unless the concurrence of the Anditor-General was sufficient to neutralize their effect. That concurrence modipatably could not create a debt or obligation. No deviatation, however positive or expess, could do so. That concurrence could not recognize an obligation as binding and to continue unaffected unless it previously existed, in a tleast the shape of an equitable duty. And that concurrence could not recognize an obligation as binding and to continue unaffected unless it previously existed, in at least the shape of an equitable duty. And that concurrence could not recognized, unique and demand against the State, these transactions should not interfere with it. It should remain as at before existed, unique and unless the state, these transactions should not interfere with it.

formed in the old Treatise of Stainton on Privingative. These proceedings are to be sureed strictly, for they are the concessions of the Crown,
Keeping this principle in view, we may recognize and reconcile the many cases in which the determinations of boards commissioners and efficiers, vested with a quari judicial character, are held to be conclusive.

The following passage from the opinion in The United States at. Aredondo (6 Peters, 729) expresses the rule in the strangest terms to be found. "It is a universal principle, that where power or juristiction is delegated to any public officers or tribunal over a subject matter, and its crieries is confided to be or their discretion, the acts we done are binding and valid. The only question that can arise between an individual chaining a right under the sets done and the public, or

as then to be made.

At earms be doubted that but for these provisions as to the conclusion mass of the age is and the Commission over the age. contained the appropriate the Commissioners, the val of the Appropriate two it would only be the actions val of the Appropriate spents. It is also to be observe the statute of Michigan directs the Attorney General to be amount found due to the State from a claimant. By prehend this could only be by an action in a rigidiar concurred would be the offect of the decision of the An II was presumptive evidence, it could not, in my just be deemed conclusive.

payment upon that settlement.
But upon this view we meet the well-known distinction between the grounds on which many sense paid may be recovered back, and those which support the recovery of manay in an

Take it.

A payment of money due exeque et bene, but to a suit for which there would have been a legal defense, social as infancy, or the statute of limitations, is conclusive. A payment of the statute of limitations, is conclusive. A payment of the money made with ample knowledge of all the material facts such would constitute a legal desequiable defense, may not be evoked. Anoth appears to be the rule that such payment which all treams of obtaining the knowledge of such facts, will

which there would have been a legal defense, such as infancy, or the statue of limitations, is conclusive. A payment of noney made with ample knowledge of all the material facts which would constitute a legal de equation defense, may not be twoked. And it appears to be the rule that such payment with infill means of obtaining the knowledge of such facts, will equally preclude the action.

After citizen of the such such and the such payment with infill means of obtaining the house of our various cases in illustration of the infill means the such and the members of the Beard Know, and of what were they ignorant. Kibbey, the Land Commissioner, Whitteners, the Treasurer, and circues, the Socretary of Stote, the three members of the Board of Andrews, the Socretary of Stote, the three members of the Board of Andrews. They depend to the food that they saw, Exhibit May, 1534, which were exhibited to the Board May and use in Documber, like, and not done and store that they saw, Exhibit May, 1534, which were exhibited to the Board May and use in Documber, like, and not done and store that they saw, Exhibit May, 1534, which were exhibited to the Board May and use in Documber, like, and not done and store that the claim had been paid. No witness was various that the claim had been paid. No witness was vanished. They mere know of the elimb being the citizen of such Banks by the dependants.

They deven the such was the dependants.

They deven the such is public documents or newspapers, showing the continuous proceedings of the claim. He had in possession the devel of 1836 for the Signaw lands, lie did not state to the Board anything about it, as he had to index of it having anything to do with the case. He had been indexed the beauting and the public documents or newspapers, showing the Board on the such as the public document of the Board anything about it, as he had to index of the having anything to do with the case. He had been indexed the had not state to the Board of the Board of the Board of the Board of the Board of

SUPREME COURT-Special Term-June 13.-Before

THE FRENCH RAILWAY FRAUDS.
The Northern Railway of France art Charles Carpentier et al.
The adjourned argument on the order to show cause

wby Auguste Parot should not be discharged from custody was continued to day.

Mr. Marsh, on behalf of the Sheriff, objected to the Air, Marsh, on temperature and the presented by Mr. Townshend, on the ground that they were only

The efficient few the proof.

The reliable treates first the greet of Parot, on the 28th of April, 1956, by the Sheriff, on an order of a Jodge of this Court; soon after the Sheriff returned the order, and thence retained Parot in the Idinfesserted Jail until February 19, 1976. Soon after that date Mr. Townshend was desirous of issuing a habeas corpus to brigg Parot before a Superior Court Jadies and at that there he endeavored to necertain who had controlly of Parot, and he had several intriviews with the Sheriff, the Sheriff is attern by Mr. Brown, and the them Chind States Marriad to committee the endeavored to necertain who had controlly of Parot, and he had several intriviews with the Sheriff, the properties of the court of the parot of the court of the parot of the parot in the Court by with of influenced the court of the parot in the Court of the parot of the parot in the Court by with of influenced parallel of Mrs. 1957, he foremently saw Parot and of the jail during the parot of the parot with the proceedings on the application for extradition, and that he to prove direct on the application for extradition, and that he to offer he with parot of the parot was limited as the court of the parot was limited as the court of the parot was limited as the court of the parot was limited by the court of the court of the parot was limited by the court of the court o

Paret, and notice of the motion in this case, with order to show cause. Ac.

Mr. Townshend then delivered a brief argument, urging that as Parot had been legally discharged from the enatedy of the Sherif when he was placed in charge of the United States Marshal, it was in the power and duty of the Court to discharge Paret from arrest.

Mr. Marsh, on behalf of the Sheriff, said. As the objection—set firth so prominently in the moving papers—that Paret was permitted to sitend direlets fureral had been abandoned, the only remaining question was whether the plaintiff's altorney had given any such consent as would entitle Paret to his discharge. As far as the acts of the Sheriff were concerned, that satisfarrest was upon means and not final process that the Sheriff's duty is discharged if he has the prisoner to answer final process when it shall be issued. That is the object of the arrest. The distinction between meetic and final process is, that if the prisoner arrested upon the former escape, the Sheriff can

der a decision soon.

UNITED STATES COMMISSIONER'S OFFICE—JUNE 13.

Before Geo. F. Betts.

ASSAULT AND MANSLAUGHTER.

Capt. Hodges of the ship "E Z," charged with security and manslaughter, was held to bail on the first charge in the sum of \$2.00 and on the latter \$2.500. He is charged with inflicting enuj punishment upon one of his seamen, who is consequence of which lingered and died.

Before Richard E. Stillwell.

CRUEL AND UNUSUAL PUNISHMENT.

The case of the second mate of the Wild Awake.

T Prudent, who was charged with inflicting cruel and unusual punishment upon Abiel Moody, seamen, was investigated to day but the evidence being mufficient he was discharged.

aint disnessed, with costs.

Elizabeth R. Blydenburgh agt. John B. Borst.— Judgment affirmed, with costs.

Jas. Magnine ngt. The New York and Harlem Railend Company - Judgment affirmed, with costs.

Jis. Lovell ngt. John Oreer, Sheriff, - Judgment
ffirmed, with costs.

MARINE COURT-JUNE 13.-Refore Judge THOMPSON.

COURT OF GENERAL SESSIONS—JUNE 13.—Before Recorder SMITH.

No business was transacted in this Court to-day, except to pronounce the sentence of the law opon persons who had been tried and convicted.

Judge Russell proceeded in the first place to pass sentence upon several who had been tried before him. Jennos Bowen, convicted of grand larcency, in steading grain, was sentenced to the State Prison for two years. Henry J. Pokler, convicted of assent and hattery with an attempt to commit a rape, was sentenced to the State Prison for two years. Mathew Canlin, indeted for forgery in the second degree, pleased at life to forgery in the second degree, pleased at life to forgery in the form of two years. Mathew Canlin, indeted for forger in the second degree, pleased at life to forgery in the second degree, pleased as into to forgery in the form of two years had been a council for the prisoner was among those who had fought our lattice in Mexico, and that he was then a non-commissioned officer. He had while there received a built wound, which had seriourly cripped him—that this was his first effense, and he had committed it under circumstances of pecular rempetion.

Judge Russell replied, substantially, that under the pecular respectives who him the

remptation.

Lege Russell replied, substantially, that under the poculiar

Judge Rinsell replied, substantially, that under the peculiar circus star cost of this prisoner, he would impose upon him the lowest possible sentence in his power to impose, and that was for two years in the State Prison.

Patrick Garrarry pleaded guilty to assault and battery on Jarres Lynch. The Court considered the complainant returnity to himm in this case, and therefore discharged the prisoner.

Judge Russell then withdrew, and Recorder Smith then proceeded to pronounce the following sentences upon persons who had been tried before his Honor:

Somuel Jarres, alina Moorre, was committed for trund larreny. The Recorder said he had postponed his sentences to enable him to impute into the prisoner's previous life. But he had learned nothing substantially. The prisoner was coding a disreputable life, and the Court felt bound to sentence im to the full extent of the law, and that was for five years in the State Prison.

But he had bearned mithing satisfactory. The prisoner was reeding a disreputable life, and the Court feit bound to sentence into to the follextent of the law, and that was for five years in the State Prison.

Semuel Maccomber was convicted of forgery in the State Prison.

Semuel Maccomber was convicted of forgery in the cond degree. The Court remarked that the evidence against in was exceedingly clear, and though it was his first offense, it was a most Camerina sue to be tolerated, especially in a commercial commonity like this. Jurous have come to regard with reat suspicten all evidence brought to excellable persons indicted for forgery, and the Court believed that two of the witnesses brought to prove an aithi for Maccomber, committed outsight perjury if they were not positively implicated with him. He was sentanced to the fisher prison for five years. The prisoner wept. He was apparently about 35 years of age.

Christopher Bramer pleaded guilty to assemit and lattery. The prisoner had up to this time sustained a good heracter, and in the present instance the Court thought it clear is acted in defense of he life. In the excercise of a discretion it had in such cases the Court suspended judgment.

Ann Smith and Eliza McCurty pleaded guilty to petit larce now. These ladges were tastefully dressed, and stood at the bar with their eyes downcast and their faces heavily valled. The Court addressed them a few pertinese remarks, and as it was their first offense, and in the peculiar circumstance in which they were placed, by the exercises of it along expense of the complex grants to the one in black "copiese, mening tears."

Adjourness to 11 o'clock Monday morning.

COURT OF SPECIAL SESSIONS—June 13.—Before Justices
Osnow and Cosnot.e.v.
John McIntyre, a youth of 16 years, lightly colored,
was arraigned for the larceny of a board, found guisty, and sentenced to the House of Refuse.
Edward Lynch, charged with the commission of an
essault and battery on Walter Walsh on the left of June, was
dismissed at the request of the compisional. Henry Seymour and Francis Quigly, brought up to
the bar of this Court for assault and battery on a Chicamon by
the mame of Guigan, were found guilty, and sentence suspended.
Mark Gorham, arraigned for assault and battery on
a policeman, was found guilty, and sentence suspended at the
request of the officer.
John Brown pleaded guilty to stealing a silver watch
and brass chain. The said Brown was shown to be in the habit
of soing around to ledging-houses, and committed depredations
similar to the one to which he here confessed his guilt. Judge
Orborn pronounced this to be an offense of an aggravated mature—this taking advantage of the confidence attacking to an in-